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8 Attorney for Debtor

9 UNITED STATES BANKRUPTCY COURT
10 FOR THE DISTRICT OF NEVADA

11 * * * * *

12 IN RE: Case No. 13-50844-btb
13 (Chapter 11)

14 THE HOLDER GROUP SHARKEY'S,
15 LLC, a Nevada limited liability company,

16 Debtor.

17 **DEBTOR'S OMNIBUS REPLY TO**
18 **SECURED CREDITORS' OBJECTIONS**
19 **TO DEBTOR'S DISCLOSURE**
20 **STATEMENT**

21 Hrg. Date: September 12, 2013
22 Hrg. Time: 10:00 a.m.

23 _____/
24 THE HOLDER GROUP SHARKEY'S, LLC, a Nevada limited liability company
25 ("Debtor" or "Sharkey's") by and through its counsel, STEPHEN R. HARRIS, ESQ., of
26 HARRIS LAW PRACTICE LLC, hereby files its **DEBTOR'S OMNIBUS REPLY TO**
27 **SECURED CREDITORS' OBJECTIONS TO DEBTOR'S DISCLOSURE STATEMENT**
28 ("Reply") to NEVADA STATE BANK'S OBJECTION TO DEBTOR'S DISCLOSURE
STATEMENT [Docket No. 70], OBJECTION OF SEE HORSE 1, LLC, TO DEBTOR'S
DISCLOSURE STATEMENT [Docket No. 72], and CITY NATIONAL BANK'S
OBJECTION TO DEBTOR'S DISCLOSURE STATEMENT [Docket No. 74] (collectively the
"Objections"), and alleges states as follows:

1 1. The Debtor has prepared its DEBTOR'S FIRST AMENDED DISCLOSURE
2 STATEMENT ("Amended Disclosure Statement"), a copy of which is attached hereto as
3 Exhibit A and incorporated herein by that reference, which addresses most of the issues raised
4 in the Objections. Specifically, the Amended Disclosure Statement provides for the secured
5 creditors' recovery of reasonable attorneys' fees and costs, clarification of the use of the term
6 "Sharkey's Casino", disclosure of insider/affiliate claims, and additional information regarding
7 other entities owned by the Holder Group, LLC.

8 2. More importantly, the Amended Disclosure Statement also includes updated
9 projections of income and expenses, along with addressing concerns raised in the Objections as
10 to future cash flows and the ability of the Debtor to maintain payments under the proposed Plan
11 of Reorganization, as it may be amended.

12 3. The Objections all raise the issue of cash flow deficits based upon the Monthly
13 Operating Reports filed by the Debtor since the Petition Date. It should be noted that the
14 Monthly Operating Reports filed to date do not reflect actual "operating income" as is
15 customarily defined, and have included in the monthly expenses since the Petition Date (May,
16 June, and July) approximately \$42,000.00 of depreciation expense, \$66,000.00 of management
17 fees, and also include the monthly adequate protection payments paid to the secured creditors of
18 approximately \$94,000.00. As stated in the Amended Disclosure Statement, CMS International,
19 the management service provider for the Debtor, has agreed to waive its fee for most of
20 September 2013, and continuing through July, 2014, and will only request a fee to be paid if the
21 Debtor has sufficient cash flow available to pay all Plan payments. This savings of at least
22 \$24,000.00 per month, coupled with the fact that the Monthly Operating Report reflects non-
23 cash depreciation, gives the Debtor more than sufficient cash flow to cover the payments
24 contemplated under the Plan.

25 Based upon the foregoing, Debtor renews its request for approval of its Debtor's First
26 Amended Disclosure Statement, pursuant to 11 U.S.C. 1124, as containing adequate
27 information.
28

1 DATED this 5th day of September, 2013.
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5 STEPHEN R. HARRIS, ESQ.
6 HARRIS LAW PRACTICE LLC

7 */s/ Stephen R. Harris*

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Attorneys for Debtor
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EXHIBIT “A”

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9
10 UNITED STATES BANKRUPTCY COURT
11 FOR THE DISTRICT OF NEVADA
12

13 * * * * *

14 IN RE: Case No. 13-50844-btb
15
16 THE HOLDER GROUP SHARKEY'S, LLC (Chapter 11)
17 a Nevada limited liability company

18 Debtor. Hearing Date: September 12, 2013
19 Hearing Time: 10:00 a.m.

20 _____ /
21 **DEBTOR'S FIRST AMENDED DISCLOSURE STATEMENT**
22

23 Dated: SEPTEMBER 5, 2013

24 Filed by: STEPHEN R. HARRIS, ESQ.
25 HARRIS LAW PRACTICE LLC
26 6151 Lakeside Drive, Suite 2100
27 Reno, Nevada 89511
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Attorneys for THE HOLDER GROUP SHARKEY'S, LLC,
a Nevada limited liability company

I. INTRODUCTION

THE HOLDER GROUP SHARKEY'S, LLC, a Nevada limited liability company,
Debtor and Debtor-in-Possession ("Debtor") in the above-captioned Chapter 11 case, provides
herewith the information contained in this DEBTOR'S FIRST AMENDED DISCLOSURE

1 STATEMENT ("DISCLOSURE STATEMENT") to all known creditors and other parties in
 2 interest of the Debtor in order to disclose that information deemed material, important, and
 3 necessary to the creditors to arrive at a reasonably informed decision in exercising their rights to
 4 vote for acceptance of the Plan of Reorganization.

5 Together with this DISCLOSURE STATEMENT, each creditor should also have
 6 received a copy of DEBTOR'S PLAN OF REORGANIZATION to be amended consistent with
 7 the Debtors First Amended Disclosure Statement ("PLAN"), a form Ballot on which creditors
 8 and other parties in interest who are entitled to vote may cast their respective vote, and a copy of
 9 the ORDER APPROVING DEBTOR'S DISCLOSURE STATEMENT which indicates that the
 10 Bankruptcy Court has approved this DISCLOSURE STATEMENT for circulation to creditors
 11 in that it contains information of a kind and of sufficient detail, as far as its reasonably
 12 practicable, to enable creditors and other parties in interest to make an informed decision about
 13 the PLAN. As indicated in the Instructions accompanying the Ballot, which is the form on
 14 which you may cast your vote to accept or reject the PLAN, the Ballot must be mailed to
 15 Debtor's counsel in time to insure that your Ballot will be received by the due date. Ballots
 16 received after the due date may not be counted.

17 You are urged to carefully read this DISCLOSURE STATEMENT and the DEBTOR'S
 18 PLAN OF REORGANIZATION before deciding to accept or reject the PLAN. Particular
 19 attention should be directed to the provisions of the PLAN affecting your rights as well as the
 20 Liquidation Analysis which describes the results which would be obtained in the event the
 21 Debtor's business is discontinued and its assets liquidated.

22 **II. THE CHAPTER 11 CONFIRMATION PROCESS**

23 The Chapter 11 confirmation process is governed, in large part, by the Bankruptcy Code.
 24 Under the Bankruptcy Code, to be confirmed, the DEBTOR'S PLAN OF REORGANIZATION
 25 must be accepted by at least one Class of Creditors whose claims against the Debtor will be
 26 "impaired" under the PLAN. Claimants who are scheduled to receive full payment on their
 27 Claims are deemed to have accepted the PLAN and do not vote. Only Creditors whose Claims
 28 are "impaired" are entitled to vote in favor of accepting or rejecting the PLAN. A Class of

claims is "impaired" if the amount to be paid to the Class provides the Claimants in that Class with less than full payment of the Allowed Claims in that Class or a different interest rate, or the terms for repayment are extended beyond the contractual due date. Acceptance by such Class requires that at least one-half of the Creditors in the Class who cast accepting votes on the PLAN, and hold at least two-thirds of the total dollar amount of the Claims in that Class casting votes on the PLAN.

III. DISCLAIMER

NO REPRESENTATIONS CONCERNING THE DEBTOR, ITS FUTURE BUSINESS OPERATIONS OR VALUE OF PROPERTY, ARE AUTHORIZED BY THE DEBTOR, OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF THE PLAN OF REORGANIZATION WHICH ARE NOT CONTAINED HEREIN OR IN THE PLAN OF REORGANIZATION SHOULD NOT BE RELIED ON BY ANY CREDITOR OR OTHER PARTY IN INTEREST. ALTHOUGH THE FINANCIAL INFORMATION CONTAINED HEREIN IS BELIEVED TO BE ACCURATE, IT HAS NOT BEEN SUBJECTED TO ANY CERTIFIED AUDIT AND IS NOT WARRANTED OR REPRESENTED TO BE ERROR FREE.

IV. DEBTOR'S FINANCIAL HISTORY AND EVENTS LEADING TO CHAPTER 11 FILING

THE HOLDER GROUP SHARKEY'S, LLC, at Nevada limited liability company, was formed on July 17, 2001. The owner of a 100% membership interest in the Debtor is The Holder Group, LLC, a Nevada limited liability company ("Holder Group"). Harold D. Holder, Sr. is the manager of both the Debtor and its principal. Harold D. Holder, Sr., is also the sole member of Holder Group. The Holder Group is the principal in several gaming related limited liability companies, including The Holder Hospitality Group, Inc, The Holder Group Sundance, LLC, Holder Group Vending Company, LLC, The Holder Group Hawthorne, LLC, and CMS International. Holder Group is also the owner of Silver Club, Parker's Model T, Inc., the

1 Holder Group El Capitan, Inc., and The Holder Group Elko, LLC, which were jointly
2 administered Debtors in Case Number 09-51953-GWZ in the United States Bankruptcy Court.
3 That case has since been dismissed, but the entities are still-existing.

4 On or about December 10, 2001, the Debtor acquired the Sharkey's Casino in
5 Gardnerville, Nevada, which consisted of 10 parcels of improved and unimproved real property
6 (APN1320-33-401-22, 1320-33-401-29 thru 33 and 1320-33-401-15 thru 18) on which the
7 Sharkey's Casino was built. The Debtor maintains a fictitious firm name filing with Douglas
8 County as Sharkey's Casino, and the casino operation is referred to herein as "Sharkey's
9 Casino". The casino was acquired from Milos S. Begovich, who had also acquired title as
10 Milos Sharkey Begovich, and the casino had been for sale for 3 years prior to purchase by the
11 Debtor. The Debtor took possession and control of operations of the Casino on January 1, 2002.
12 The Debtor paid a total of \$5,000,000.00 for the Casino and the 9 properties surrounding it. In
13 August of 2006, Debtor divested itself of APN 1320-33-401-22. Currently, the Debtor owns 7
14 parcels of improved real property on which the casino is located and 2 parcels used for
15 additional parking.

16 During the first five months of ownership, the Debtor remodeled the casino and sold
17 approximately \$800,000.00 of memorabilia, the sale of which paid for the initial remodel. The
18 casino has been remodeled twice more since that time.

19 At the time of the purchase of the Casino, the Debtor entered into 3 unsecured
20 promissory notes with Milos Sharkey Begovich in the combined amount of \$3,000,000 payable
21 at an interest rate of 0% and with a maturity date of February 1, 2016. In 2011, Debtor had been
22 paying Begovich a total of \$16,649.00 per month on the three notes, but ceased making
23 payments on the Begovich notes in September, 2011. The Begovich note is disputed by the
24 Debtor and subject to pending litigation, although the Debtor now proposes allowance of the
25 Begovich Note in the amount of \$700,000.00, payable at zero interest, with monthly payments
26 based on a thirty (30) year amortization schedule. Also in December of 2001, the Debtor
27 originated a line of credit with Northern Nevada Bank with an original credit limit of
28 \$1,500,000.00.

1 In April of 2004, the Debtor entered into a loan agreement with Great Basin Bank in the
2 amount of \$2,000,000.00. Northern Nevada Bank reconveyed its deed of trust secured on the
3 Debtor's seven (7) real property parcels in order to allow the Great Basin Bank loan to assume a
4 first priority position, and then on May 18, 2004, recorded a new deed of trust and security
5 agreement for the line of credit. At the time the new line of credit was issued, the available
6 credit limit was \$2,200,000.00. Through a series of modifications, the credit limit was
7 ultimately increased to \$4,000,000.00.

8 The Debtor also entered into secured loan agreements with Business Bank of Nevada
9 that were secured on the two "stand alone" parcels. Each of those loans was in the original
10 principal amount of \$150,000.00.

11 Northern Nevada Bank was the subject of closure by the Federal Deposit Insurance
12 Company ("FDIC") and Nevada Security Bank became the successor in interest. Subsequently,
13 Nevada Security Bank also was subject to closure by the FDIC, and Umpqua Bank became the
14 successor in interest to the line of credit. In November of 2012, Umpqua Bank sold the
15 obligation owed it by the Debtor to See Horse 1, LLC. See Horse 1, LLC is owned by Michael
16 Pegram, and is associated with The Carson Valley Inn, the primary competitor of the Debtor in
17 the Minden/Gardnerville area. Great Basin Bank was also closed by the FDIC and Nevada
18 State Bank became the successor in interest of the Debtor's obligation to Great Basin Bank.
19 Business Bank of Nevada was also closed by the FDIC, with City National Bank becoming the
20 successor in interest as to the Debtor's obligation to Business Bank of Nevada. The Debtor also
21 disputes the note held by See Horse 1, LLC.

22 When Debtor purchased the casino from Begovich, it paid 70 times EBITDA for the
23 casino and its related real property, which was a high ratio for a casino not located in Las
24 Vegas. For the first several years, the casino was profitable and able to maintain debt service.
25 However, in 2010, as a result of the ongoing slump in the economy and the continued
26 competition from Indian gaming in California, its EBITDA dropped from \$1,120,260 to for the
27 year to \$638,150. While the income levels increased in 2011 and in 2012, they still did not
28 reach the levels maintained in 2009. It is anticipated that income levels for 2013 will come

close to the 2009 figures.

Because the Debtor ceased payments to See Horse 1, LLC shortly after See Horse 1 purchased the Debtor's loan from Umpqua Bank, See Horse 1, LLC commenced efforts to foreclose on its real property collateral. The instant Chapter 11 case was filed to stay the foreclosure sale.

V. DESCRIPTION AND VALUATION OF ASSETS

The Debtor's assets which existed on the Petition Date are described as follows:

<u>Description</u>	<u>Est. Market Value</u>
Real Property	\$8,706,000.00
Bank of America general account	\$14,668.51
Cash (restricted and unrestricted)	\$66,095.19
Accounts Receivable (\$656,444.38 of which \$550,000 is uncollectible)	\$106,444.48
Vehicles	\$4,600.00
Slot machines and gaming equipment	\$242,580.42
Food and Beverage inventory	\$23,928.08
Other equipment and furnishings	\$6,006.21
Prepays	\$52,220.32
TOTAL	\$9,222,543.71

VI. SIGNIFICANT POST-PETITION EVENTS

The following significant events have occurred post-petition:

At the time of filing of the Petition, the Debtor maintained checking, merchant and payroll accounts at Bank of America, who froze all accounts and refused payment of any checks drawn on the accounts until such time as "First Day Orders" were entered. The Debtor then filed emergency motions to allow for payment of pre-petition wages, maintenance of pre-petition bank accounts and payments to critical vendors, along with an emergency motion for interim use of cash that may be claimed as collateral [Docket Nos. 17, 18 and 19] ("First Day Motions"). Those First Day Motions were heard on an Order Shortening Time on May 10, 2013, at 4:00 p.m. The Court granted the First Day Motions with the caveat that it was not at

1 this time deeming the gaming revenue of the Debtor as cash collateral for the secured lenders,
 2 and also scheduled a hearing for final approval of the monthly adequate protection payments
 3 proposed by the Debtor, for June 13, 2013, at 9:30 a.m.

4 **VII. ADMINISTRATIVE AND UNCLASSIFIED CLAIMS**

5 **ADMINISTRATIVE CLAIMS:** All costs and expenses of administration in this case,
 6 including any actual and necessary expenses of preserving or liquidating the assets of the
 7 Debtor's estate, all allowances, including professional fees and costs, approved by the Court,
 8 and any other costs and expenses entitled to priority pursuant to 11 U.S.C. § 507(a)(1) of the
 9 Bankruptcy Code and 28 U.S.C. § 1930, shall be paid in full on or before the Effective Date of
 10 the Plan. The holders of these claims include the attorneys and accountants for the Debtor,
 11 unpaid post-petition accounts payable (if any), and all fees to be paid to the Office of the United
 12 States Trustee. The estimated administrative expenses for the Debtor's reorganization
 13 proceeding are from \$100,000.00 up to \$200,000.00, and consist of:

14 \$0.00 Trustees fees that are owed the U.S. Trustee's Office for the
 15 applicable quarters of 2013 prior to plan confirmation
 16 [payment is anticipated to be made when due];

17 \$100,000.00 Estimated professional fees for the Debtor's general bankruptcy
 18 attorney, Stephen R. Harris, Esq., of HARRIS LAW PRACTICE LLC,
 19 calculated as of the date of confirmation (estimated at \$200,000.00
 20 for a contested confirmation and hearing and \$100,000.00 for an
 uncontested confirmation hearing);

21 \$0.00 Post-petition accounts payable with [all post-petition
 22 administrative expenses are expected to be paid in full in the
 normal course of business prior to confirmation].

23 Professional fees, both legal and accounting, shall continue to accrue up through and subsequent
 24 to the Confirmation Date, with final amounts owing subject to Court approval.

25 **UNCLASSIFIED PRIORITY TAX CLAIMS:**

1 **1. Description.** The Debtor's priority tax claims are as follows:

2 Name	3 Scheduled Amount	4 Proof of Claim Amount	5 Allowed Priority Amount
6 Douglas County Treasurer	7 10,261.87		8 0.00
9 Internal Revenue Service	10 \$10,732.96	11 \$11,745.46	12 \$11,745.46
13 Nevada Department of Taxation	14 \$5,476.07		15 0.00
16 Total:	17 \$26,470.90	18 11,745.46	19 \$11,745.46

20 Pursuant to the Debtor's Plan, the treatment and disposition of the unclassified priority tax
 21 claims, if any, will be as follows: Any claim discrepancy will be resolved by the claim objection
 22 process, with the stipulated amount and/or Court decreed amount owing used to calculate that
 23 particular creditors' allowed claim being paid by the Debtor. All unclassified priority tax
 24 creditors, if any, shall be paid 100% of their allowed claim amount, with statutory interest
 25 thereon, on or before the Effective Date of the Plan. In the event the Debtor fails to make the
 26 payments as set forth hereinabove, the allowed priority tax creditors, if any, shall have the right
 27 to proceed with any administrative remedies available to them, fifteen (15) days after written
 28 notice of default has been given to the Debtor and its attorney, Stephen R. Harris, Esq.

18 **VIII. CLASSIFICATION OF CLAIMS AND INTERESTS**

19 Pursuant to Section 1122 of the Bankruptcy Code, claims against the estate have been
 20 divided into the following classifications for purposes of administration and voting on the Plan:

21 1A. CLASS 1A SECURED CLAIM [NEVADA STATE BANK]: This Class consists
 22 of the secured claim of NEVADA STATE BANK as successor in interest to GREAT BASIN
 23 BANK OF NEVADA ("NSB"), in the approximate unpaid principal sum of \$1,638,789.79, plus
 24 accruing interest at the contractual rate, calculated as of the Petition Date. The Class 1A claim
 25 of NSB is secured by a first priority deed of trust recorded against the real property commonly
 26 described as APN 1320-33-401-15 through 16, 18 and 1320-33-401-029 through 032, on which
 27 the Sharkey's Casino is located. NSB also claims a security interest as described in the UCC-1
 28 filed with the Nevada Secretary of State on January 15, 2009, as document number

2009001211-9 on behalf of Great Basin Bank of Nevada, which claims interest in "Gaming devices (as defined in NRS 463.0155) and associated equipment (as defined in NRS 463.0136) of said gaming devices, including, but not limited to the devices listed on Exhibit 1 hereto and their associated equipment, whether now owned or hereafter acquired for use at the real property described in Exhibit 2 hereto and, and all accession, additions, replacements substitutions, income, revenue and proceeds from the foregoing." (Exhibits omitted.) While the UCC-1 filing of NSB claims an interest in the income derived from the gaming devices, it is questionable under Nevada law as to whether it is entitled to that claim, as it is not a licensed gaming entity.

1B. CLASS 1B SECURED CLAIM [NEVADA STATE BANK]. This Class consists of the secured claim of NSB created as a result of the modification of the Class 1A claim of NSB in the original principal balance of \$59,790.61, with a current unpaid balance of approximately \$48,190.52, which is secured on the same real and personal property as the Class 1A claim.

2. CLASS 2 SECURED CLAIM [SEE HORSE 1, LLC]: This Class consists of the secured claim of SEE HORSE 1, LLC ("SH1") as the assignee of Umpqua Bank, who was the successor in interest to Nevada Security Bank, which was the successor in interest to Northern Nevada Bank, in the approximate unpaid principal sum of \$3,796,756.64 , plus accruing interest at the contractual rate, calculated as of the Petition Date. The Class 2 secured claim of SH1 is secured by a second priority deed of trust recorded against the real property commonly described as APN 1320-33-401-15 through 16, 18 and 1320-33-401-029 through 032, on which the Sharkey's Casino is located. SH1 also claims a security interest, as the successor to Umpqua Bank, in the personal property located on the Debtor's premises pursuant to a UCC1 filed on behalf of Umpqua Bank on October 4, 2011 as document number 2011026392-4 with the Nevada Secretary of State. SH1 has not refiled a UCC-1 on its own behalf. The Debtor disputes the amount claimed as owed by SH1.

3A. CLASS 3A SECURED CLAIM [CITY NATIONAL BANK]: This Class consists of the secured claim of City National Bank, as the successor in interest to Business

1 Bank of Nevada in the approximate unpaid principal sum of \$102,804.18, plus accruing interest
 2 at the contractual rate, calculated as of the Petition Date. The Class 3A claim of City National
 3 Bank is secured by a first priority interest in the real property commonly described as
 4 APN1320-33-401-017.

5 3B CLASS 3B SECURED CLAIM [CITY NATIONAL BANK]: This Class
 6 consists of the secured claim of City National Bank as successor in interest to Business Bank of
 7 Nevada in the approximate unpaid principal sum of \$102,746.53, plus accruing interest at the
 8 contractual rate, calculated as of the Petition Date. The Class 3B claim of City National Bank is
 9 secured by a first priority interest in the real property commonly described as APN1320-33-401-
 10 033.

11 4A. CLASS 4A SECURED CLAIM [PDS GAMING CORPORATION, NEVADA]:
 12 This Class consists of the secured interest of PDS GAMING CORPORATION – NEVADA
 13 (PDS) in gaming equipment leased to the Debtor by PDS evidenced by two UCC-1 Financing
 14 Statements filed as Document Nos. 2012010932-4 and 201231164-0 with the Nevada Secretary
 15 of State, each of which in addition to identifying certain gaming equipment, and all other
 16 equipment leased or to be leased under the Lease Agreements and also claiming an interest in
 17 and to “1) all security deposits, holdbacks, reserves and other monies belonging or payable to
 18 lessee in connection with the Lease and the Equipment; 2) all accounts, chattel paper, contract
 19 rights, documents, equipment, fixtures, general intangibles (patents, copyrights, trade names and
 20 trademarks), goods, instruments and inventory pertaining to the lease and the lease equipment;
 21 3) all accessions, accessories, additions, amendments, attachments, modifications, replacements
 22 and substitutions to any of the foregoing; 4) all proceeds and products of any of the foregoing;
 23 (5) all policies of insurance pertaining to any of the foregoing as well as any proceeds pertaining
 24 to such policies; and 6) all books and records pertaining to any of the foregoing”.

25 4B. CLASS 4B SECURED CLAIM [INTERNATIONAL GAME TECHNOLOGY]:
 26 This Class consists of the secured interest of INTERNATIONAL GAME TECHNOLOGY
 27 (IGT) in gaming equipment leased to the Debtor by IGT evidenced by two UCC-1 Financing
 28

Statements filed as Document Nos. 200900-6237-7 and 2009006246-6 each of which claims a security interest in certain gaming devices in the possession of the Debtor.

4C. CLASS 4C SECURED CLAIM [NEVADA BANK & TRUST COMPANY]:

This claim consists of the secured interest of NEVADA BANK & TRUST COMPANY (NBT) in gaming equipment purchased by the Debtor from KONAMI as evidenced a UCC-1 Financing Statement filed as Document No. 2010005772-3 with the Nevada Secretary of State, which claims a security interest in certain gaming devices in the possession of the Debtor.

4D. CLASS 4D SECURED CLAIM [KONAMI GAMING INC.]: This claim

consists of the security interest held by Konami Gaming Inc., as evidenced by the Security Agreement executed and dated May 11, 2010 by the Debtors that is attached as Exhibit C to the First Amendment to the System Purchase and License Agreement of even date between Holder Hospitality Group and Konami Gaming, Inc., which encumbers gaming equipment located in the Debtor's casino.

5. CLASS 5 CLAIMS [GENERAL UNSECURED ALLOWED CREDITORS]: This

Class consists of all allowed general unsecured claims against the Debtor and disputed claims to the extent disputed claims may be proven and allowed by the Court. The Class 5 Allowed General Unsecured Claims as of the Petition Date totaled approximately \$873,438.13, detailed as follows:

<u>CREDITOR CLAIMS</u>	<u>SCHEDULED AMOUNT</u>	<u>PROOF OF CLAIM AMOUNT</u>	<u>ALLOWED AMOUNT</u>
A #1 CHEMICAL, INC	\$466.67		\$466.67
ACE HARDWARE	\$550.97		\$550.97
AMERIPRIDE SERVICES, INC.	\$2,998.99	Critical Vendor paid post-petition	\$0.00
BEST BREWED TEAS	\$161.20	Critical Vendor paid post-petition	\$0.00
BMI	\$953.73	\$999.37	\$999.37
C & M FOOD DISTRIBUTORS	\$3,556.93	Critical Vendor paid post-petition	\$3,556.93
CROWN BEVERAGES, INC	\$540.49	Critical Vendor paid post-petition	\$0.00

1	DMS DIRECT INC.	\$532.05	Critical Vendor paid post-petition	\$0.00
2	DYNASTY GAMES	\$997.79	Critical Vendor paid post-petition	\$997.79
3	FARMER BROS. COFFEE	\$1,912.47	Critical Vendor paid post-petition	\$0.00
4	FIREMANS FUND INSURANCE	\$20,000.00		\$20,000.00
5	FRANCO FRENCH	\$765.97	Critical Vendor paid post-petition	\$0.00
6	INTERNAL REVENUE SERVICE	\$0.00	\$2,727.23	\$2,727.23
7	J W WELDING SUPPLY	\$1,163.79		\$1,163.79
8	MILOS SHARKEY BEGOVICH LIVING TRUST DTD 5/2/02	\$760,391.50 Disputed		700,000.00*
9	MINDEN & GARDNERVILLE SANITATION DISTRICT	\$2,975.78	Critical Vendor paid post-petition	\$0.00
10	MODEL DAIRY, INC	\$2,031.51	Critical Vendor paid post-petition	\$0.00
11	NEVADA RESTAURANT SUPPLY	\$114.88		\$0.00
12	NEW WEST	\$1,412.45	Critical Vendor paid post-petition	\$0.00
13	PONDEROSA MEAT & PROVISIONS	\$8,101.05	Critical Vendor paid post-petition	\$0.00
14	SAGE BUSINESS WORKS	\$868.85		\$868.85
15	SCOLARI'S FOOD & DRUG	\$73.99		\$0.00
16	SIERRA NEVADA MEDIA GROUP	\$300.00		\$300.00
17	SIMPLEX GRINNELL	\$432.12		\$432.12
18	SKILLMAN GROUP, LLC	\$4,300.00		\$4,300.00
19	SOUTHERN WINE SPIRITS	\$2,708.87	Critical Vendor paid post-petition	\$0.00
20	STAPLES BUSINESS ADVANTAGE	\$2,019.38	Critical Vendor paid post-petition	\$1,674.28
21	STOR-ALL	\$396.00		\$0.00
22	SWIRE COCA-COLA, USA		Critical Vendor paid post -petition	
23		\$2,842.00	\$1,332.80	\$1,109.20
24	TAVERN PRODUCTS INC	\$836.25	Critical Vendor paid post-petition	\$0.00
25	THE HOLDER GROUP			
26	SUNDANCE, LLC (Insider)	\$57,333.32		\$57,333.32

THE HOLDER GROUP, LLC (Insider)	\$66,783.21		\$66,783.21
TOWN OF GARDNERVILLE	\$2,760.14	Critical Vendor paid post-petition	\$1,887.63
US FOODS	\$7,333.46	Critical Vendor paid post-petition	\$7,325.46
WEDCO INC.	\$961.31		\$961.31
WIRTZ BEVERAGE NV	\$603.20	Critical Vendor paid post-petition	\$0.00
TOTALS	\$960,180.32		\$873,438.13

*Allowance subject to zero interest.

6. CLASS 6 EQUITY INTERESTS OF DEBTOR: This Class consists of the members' equity interests in THE HOLDER GROUP SHARKEY'S, LLC, specifically: THE HOLDER GROUP, LLC as to a 100% membership interest.

IX. TREATMENT OF CLASSES

1A. CLASS 1A SECURED CLAIM [NEVADA STATE BANK]: The Class 1A secured Claim of NSB shall retain its existing security interest and the outstanding loan balance shall be recalculated using the outstanding principal balance plus accrued interest at the non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable attorney's fees and collection costs, with no late fees to be included, less post-petition amounts paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan Balance shall be paid in monthly payments of principal and interest at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a thirty (30) year amortization, commencing upon the 10th day of the month following the Confirmation Date, and continuing on the tenth day of each successive month for eight (8) years thereafter, with the entire amount of Modified Loan Balance to be paid eight (8) years after the Confirmation Date or upon sale of the Real Property, whichever occurs first in time. Any payment due shall be subject to a fifteen (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes the interest rate proposed herein is appropriate based on the decision rendered in In re

1 Till, 301F.3d 583,591 (2002), and has been applied by this Court in previous confirmation
2 hearings in early 2013. Accordingly, the Class 1A secured claim of NSB is impaired.

3 1B. CLASS 1B SECURED CLAIM [NEVADA STATE BANK]: The Class 1B
4 secured claim of NSB shall retain its existing security interest and the outstanding loan balance
5 shall be recalculated using the outstanding principal balance plus accrued interest at the non-
6 default rate of interest from the Petition Date to the Confirmation Date, plus reasonable
7 attorney's fees and collection costs, with no late fees to be included, less post-petition amounts
8 paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan
9 Balance shall be repaid in equal payments of \$2,200 per month with interest calculated at 5.25%
10 on the principal balance, to be paid on or before the 10th day of each successive month until paid
11 in full, commencing May, 2013. Any payment due shall be subject to a fifteen (15) day grace
12 period to cure same. The Modified Loan Balance shall be deemed current as of the
13 Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes
14 the interest rate proposed herein is appropriate based on the decision rendered in *In re Till*,
15 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation hearings in
16 early 2013. Accordingly, the Class 1B secured claim of NSB is impaired.

17 2. CLASS 2 SECURED CLAIM [SEE HORSE 1, LLC]: The Class 2 secured claim of
18 SH1 shall retain its existing security interest and the outstanding loan balance shall be
19 recalculated using the outstanding principal balance plus accrued interest at the non-default rate
20 of interest from the Petition Date to the Confirmation Date, plus reasonable attorney's fees and
21 collection costs, with no late fees to be included less post-petition amounts paid to principal and
22 interest by the Debtor ("Modified Loan Balance"). The Modified Loan Balance shall be paid in
23 monthly payments of principal and interest at the rate of 5.25% per annum accruing after the
24 Confirmation Date, calculated on a thirty (30) year amortization, commencing upon the
25 twentieth day of the month following the Confirmation Date, and continuing on the twentieth
26 day of each successive month for eight (8) years thereafter, with the entire amount of Modified
27 Loan Balance to be paid eight (8) years after the Confirmation Date or upon sale of the Real
28 Property, whichever occurs first in time. Any payment due shall be subject to a fifteen (15) day

1 grace period to cure same. The Modified Loan Balance shall be deemed current as of the
 2 Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes
 3 the interest rate proposed herein is appropriate based on the decision rendered in In re Till,
 4 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation hearings in
 5 early 2013. Accordingly, the Class 2 secured claim of SH1 is impaired.

6 3A. CLASS 3A SECURED CLAIM [CITY NATIONAL BANK]: The Class 3A
 7 claim of City National Bank shall retain its existing security interest and the outstanding loan
 8 balance shall be recalculated using the outstanding principal balance plus accrued interest at the
 9 non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable
 10 attorney's fees and collection costs, with no late fees to be included, less post-petition amounts
 11 paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan
 12 Balance shall be paid in monthly payments of principal and interest at the rate of 5.25% per
 13 annum accruing after the Confirmation Date, calculated on a thirty (30) year amortization,
 14 commencing upon the fifth day of the month following the Confirmation Date, and continuing
 15 on the fifth day of each successive month for four (4) years thereafter, with the entire amount of
 16 Modified Loan Balance to be paid four(4) years after the Confirmation Date or upon sale of the
 17 Real Property, whichever occurs first in time. Any payment due shall be subject to a fifteen
 18 (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of
 19 the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor
 20 believes the interest rate proposed herein is appropriate based on the decision rendered in In re
 21 Till, 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation
 22 hearings in early 2013. Accordingly, the Class 3A claim of City National Bank is impaired.

23 3B. CLASS 3B SECURED CLAIM [CITY NATIONAL BANK]: The Class 3B
 24 claim of City National Bank shall retain its existing security interest and the outstanding loan
 25 balance shall be recalculated using the outstanding principal balance plus accrued interest at the
 26 non-default rate of interest from the Petition Date to the Confirmation Date, plus reasonable
 27 attorney's fees and collection costs, with no late fees to be included, less post-petition amounts
 28 paid to principal and interest by the Debtor ("Modified Loan Balance"). The Modified Loan

Balance shall be paid in monthly payments of principal and interest at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on a thirty (30) year amortization, commencing upon fifth day of the month following the Confirmation Date, and continuing on the fifth day of each successive month for four (4) years thereafter, with the entire amount of Modified Loan Balance to be paid four (4) years after the Confirmation Date or upon sale of the Real Property, whichever occurs first in time. Any payment due shall be subject to a fifteen (15) day grace period to cure same. The Modified Loan Balance shall be deemed current as of the Confirmation Date and any Notice of Default shall be released and rescinded. Debtor believes the interest rate proposed herein is appropriate based on the decision rendered in *In re Till*, 301F.3d 583,591 (2002) and has been applied by this Court in previous confirmation hearings in early 2013. Accordingly, the Class 3B secured claim of City National Bank is impaired.

4A. CLASS 4A SECURED CLAIM [PDS GAMING CORPORATION, NEVADA]:

The Class 4A secured claim of PDS shall be paid according to the existing terms and conditions of the secured lease. Accordingly, the Class 4A claim of PDS is unimpaired under the Plan.

4B. CLASS 4B SECURED CLAIM [INTERNATIONAL GAME TECHNOLOGY]:

The Class 4B secured claim of IGT shall be paid according to the existing terms and conditions of the secured lease. Accordingly, the Class 4B claim of IGT is unimpaired under the Plan.

4C. CLASS 4C SECURED CLAIM [NEVADA BANK & TRUST COMPANY]:

The Class 4C Secured claim of Nevada Bank & Trust Company shall be paid according to the existing terms and conditions of the secured loan agreement. Accordingly, the Class 4C claim of Nevada Bank and Trust Company are unimpaired under the Plan.

4D. CLASS 4D SECURED CLAIM [KONAMI GAMING INC.]:

The Class 4D secured claim of Konami Gaming Inc., shall be paid pursuant to the terms of the Security Agreement executed and dated May 11, 2010 by the Debtors that is attached as Exhibit C to the First Amendment to the System Purchase and License Agreement of even date between Holder Hospitality Group and Konami Gaming, Inc. Accordingly, the Class 4D claim of Konami Gaming Inc., is unimpaired under the Plan.

1 5. CLASS 5 CLAIMS [GENERAL UNSECURED ALLOWED CREDITORS]:

2 The Class 5 General Unsecured Allowed Creditors, shall be paid 100% of their allowed claims
3 by the Debtor, within eight (8) years of the Confirmation Date in monthly payments of principal
4 and interest at the rate of 5.25% per annum accruing after the Confirmation Date, calculated on
5 a thirty (30) year amortization until paid in full, with the exception of the claim of the MILOS
6 SHARKEY BEGOVICH LIVING TRUST DTD 5/2/02, which is deemed an allowed claim of
7 \$700,000.00, payable monthly at zero percent interest pursuant to the terms of the parties'
8 promissory note, to be amortized over a thirty (30) year period, and to be paid in full eight (8)
9 years following the Confirmation Date. . Accordingly, the Class 5 General Unsecured Claims
10 are impaired under the Plan.

11 6. CLASS 6 EQUITY INTERESTS OF DEBTOR: The equity interests of the members
12 of THE HOLDER GROUP SHARKEY'S, LLC existing on the Petition Date shall remain
13 unchanged. Accordingly, the Class 6 interests of the Debtor are unimpaired under the Plan.

14 **X. BAR DATE FOR FILING CLAIM**

15 The bar date for filing a proof of claim in this case is September 3, 2013, for all creditors
16 (except a governmental unit). The bar date for objecting to claims will be sixty (60) days after
17 the date on which the PLAN is confirmed by the Court. All priority unsecured and general
18 unsecured claims which are listed as disputed in the PLAN or who believe that the amounts
19 listed in the PLAN are incorrect, shall file proofs of claim in this case by the bar date set forth
20 above. Failure to file a proof of claim by a disputed claimant or a claimant who disagrees with
21 the amount listed in the PLAN within such time period will result in the amount listed in the
22 PLAN being established as the amount owing to such creditor, and such creditor will participate
23 in the PLAN, based upon its claim listed in the PLAN.

24 **XI. MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN**

25 1. **Operation of the Business and Disbursements Therefrom**

26 The Debtor is a duly licensed casino currently operating 138 gaming machines, and
27 containing an independently operated sports book. While the Debtor's income decreased
28 dramatically in 2010, steady increases in income have been posted for 2011 and 2012. It is

1 anticipated that net income for 2013 will approximate that of 2009. The Debtor will have
2 sufficient cash flow from ongoing operations to sustain the debt service contained in the Plan.
3 Attached hereto as Exhibit A and incorporated herein by that reference are the Comparison of
4 Budget to Actual for May 2013 through July 2013, the Monthly Budget for May through July
5 2014, an Actual Statement of Cash Receipts and Disbursements for May 2013 through July
6 2013 and a Forecasted Statement of Cash Receipts and Disbursements August 2013 through
7 July 2014 (collectively the "Budget").

8 2. **Post-Confirmation Default**

9 In the event the Debtor becomes delinquent in duty or obligation under the Plan, the
10 affected creditor or creditors may provide written notice of such default to the Debtor and its
11 counsel. The Debtor shall thereafter have fifteen (15) business days from receipt of said notice
12 in which to cure the default. In the event such default remains uncured, the affected creditor or
13 creditors shall be entitled to foreclose upon the real property (if a secured creditor) or take other
14 appropriate action. The Debtor shall have the right to bring the issue of default before the
15 Bankruptcy Court. At any hearing, the Bankruptcy Court may consider the reason for the
16 default and the ability of the Debtor to cure the default in a reasonable period of time. The
17 Bankruptcy Court may also consider conversion of the case to a Chapter 7 of the Bankruptcy
18 Code or dismissal of the same is in the best interest of creditors.

19 3. **Professionals' Fees**

20 After the Confirmation Date of the Plan, the Debtor and any other professional, such as
21 Debtor's general bankruptcy counsel, any special purpose counsel or accountants, will not be
22 required to apply to the Court for compensation for services rendered post-confirmation. Post-
23 confirmation compensation of the Debtor's professionals shall be at their normal hourly rate(s)
24 and customary cost charges.

25 4. **Distribution**

26 All cash proceeds shall be distributed in the foregoing manner except amounts
27 necessary to pay disputed claims against the Debtor in the event they are allowed, which shall
28 be held as a reserve and paid as such claims are determined by agreement between the parties or

1 as are judicially determined.

2 5. **Taxes**

3 Unless otherwise provided in the Plan, all taxes are paid current and there are no tax
4 liens on real or personal property owned by the Debtor.

5 **XII. PROVISIONS GOVERNING DISTRIBUTION AND DISCHARGE**

6 1. **THE DISBURSING AGENT.**

7 THE HOLDER GROUP SHARKEY'S, LLC, in its capacity as Debtor and Debtor-in-
8 Possession, is ultimately responsible for making all distributions pursuant to the Plan. To assist
9 it in discharging those responsibilities, Debtor shall select a depository institution authorized by
10 the Court for all funds which are to be sequestered for claims of creditors and ultimately
11 distributed to creditors holding allowed claims.

12 2. **UNCLAIMED DISTRIBUTIONS.**

13 Any property to be distributed pursuant to the Plan, if not claimed by the distributee
14 within one (1) year after the payment, shall be returned to the Debtor.

15 3. **EFFECT OF CONFIRMATION.**

16 Upon confirmation and performance of the Plan, THE HOLDER GROUP
17 SHARKEY'S, LLC, shall be discharged from any debt that arose before the date of
18 Confirmation, and any debt of a kind specified in §§ 502(g), 502(h), or 502(I) of the Bankruptcy
19 Code, to the full extent permitted by Bankruptcy Code § 1141(d). In addition, pending
20 execution of the Plan, and unless the Court has otherwise expressly ordered or the Plan
21 otherwise expressly provides, all creditors and parties in interest shall be stayed from
22 proceeding against the assets of THE HOLDER GROUP SHARKEY'S, LLC, including stay of
23 default proceedings.

24 4. **EXCULPATION.**

25 Neither the Unsecured Creditors' Committee, if any, nor Debtor nor any of their
26 respective members, officers, directors, employees, representatives, professionals or agents, will
27 have or incur any liability to any Creditor for any act or omission in connection with or arising
28 out of the Reorganization Case, including, without limitation, prosecuting confirmation of this

Plan, consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for gross negligence, willful misconduct or fraud.

XIII. POST-CONFIRMATION INJUNCTION

No entity may commence or continue any action or proceeding, or perform any act to interfere with the implementation and consummation of the PLAN and the payments to be made thereunder; or (ii) assert any claim, counter-claim, cross-claim, affirmative defense, defense, set off, recoupment or any action of any kind or nature (collectively "Potential Actions") against the Debtor, its members, managers, employees, directors, attorneys, agents, representatives, or any successors or assigns of any or all of the foregoing Persons.

Confirmation of the PLAN shall constitute a permanent injunction against and irrevocable release of any and all Potential Actions.

XIV. EXECUTORY CONTRACTS

Reservation of Rights. The Debtor reserves the right to assume or reject, pursuant to §365 of the Code, any executory contract or unexpired lease not assumed or rejected prior to the Confirmation Date. All executory contracts and unexpired leases not specifically assumed or rejected as of the Confirmation Date or as to which an application to reject shall not be pending on the Confirmation Date shall be deemed rejected by the Debtor. At this time, the Debtor is the Lessor to a sports book owned by Sierra Development Company dba Club Cal Neva that is located on its premises, in addition to being a party to the leases and executory contracts listed on the Debtor's Schedule G filed with this Court and attached hereto and incorporated herewith as **Exhibit "B"**. All of the Debtor's leases and executory contracts were entered into in the ordinary course of business and Debtor hereby assumes its lease with Sierra Development Company and all leases and executory contracts detailed in the attached **Exhibit "B"**.

XV. MISCELLANEOUS PROVISIONS

Notice. Any notice described in or required by the terms of this PLAN or the Code and Rules shall be deemed to have been properly given when actually received or if mailed, five

1 days after the date of mailing, if such shall have been sent by certified mail, return receipt
2 requested, and if sent to:

3 The Debtor, addressed to:
4 STEPHEN R. HARRIS, ESQ.
5 HARRIS LAW PRACTICE LLC
6 6151 Lakeside Drive, Suite 2100
7 Reno, NV 89511

8 Headings. the headings used herein are inserted for convenience only and neither
9 constitute a portion of the PLAN nor in any manner affect the construction of the provisions of
10 the PLAN.

11 Severability. Should any provision of this Plan be determined to be unenforceable
12 following the Effective date, such determination shall in no way limit or affect the
13 enforceability of any and all other provisions of this Plan.

14 Governing Law. Except to the extent that the Code or other applicable federal law is
15 applicable, the rights, duties and obligations arising under this Plan shall be governed by and
16 construed in accordance with the laws of the State of Nevada.

17 Successors and Assigns. The rights, duties and obligations of any Person named or
18 referred to in this Plan shall be binding upon and shall inure to the benefit of the successors and
19 assigns of such person.

20 Designation of Managers. Those individuals who were acting as Managers of the
21 Debtor as of the Petition Date, shall continue to serve in the capacity to which they were
22 appointed. Specifically, HAROLD D. HOLDER, SR. shall continue to serve as Manager of the
23 Debtor. Mr. Holder is an employee of CMS International. . CMS International is an affiliate of
24 the Debtor that provides management services to all of the entities owned by the Holder Group.
25 and Mr. Holder shall receive his compensation from CMS International and not from the
26 Debtor. CMS International will continue to provide management services to the Debtor for a
27 fee of \$6,000.00 per week, although commencing September 2013, CMS International will
28 defer its management fee until such time as the Debtor has sufficient cash flow to meet both its
operating expenses and debt service under the Plan.

1 **XVI. PROCEDURES FOR RESOLVING CONTESTED CLAIMS**

2 Claims Objections. Objections to Claims shall be filed with the Court and served upon
3 each holder of a Claim to which objection is made no later than sixty (60) days after the
4 Confirmation Date.

5 Payment Procedures. Payments to the holder of a Claim to which objection has been
6 made that ultimately becomes an Allowed Claim shall be made in accordance with the provision
7 of the PLAN with respect to the Class of Creditors to which the holder of such an Allowed
8 Claim belongs. However, interest, if any, on any funds reserved for a contested claim shall
9 inure to the benefit of the holder of such an Allowed Claim.

10 Avoidance Actions. To the extent appropriate, the Debtor shall have the right to bring
11 any and all avoidance actions, the same to be commenced with 90 days of the Confirmation
12 date. Proceeds of all avoidance actions shall vest in the Debtor pursuant to 11 U.S.C. §1141.

13 **XVII. CONFIRMATION REQUEST**

14 The Debtor request that the PLAN be confirmed in accordance with the provisions of
15 §1129(a) and/or §1129(b) of the Code.

16 **XVIII. RETENTION OF JURISDICTION**

17 Notwithstanding confirmation of this PLAN, the Court will retain jurisdiction for the
18 following purposes, and each of them:

19 1. The Court will retain jurisdiction to determine the allowability and payment of
20 any claim(s) upon any objection(s) thereto (or other appropriate proceedings) by the Debtor or
21 by any other party in interest entitled to proceed in that manner. As part of such retained
22 jurisdiction, the Court will continue to determine the allowability of Administrative Claims and
23 any request(s) for payment(s) thereof, including professional fees and costs which are
24 Administrative Claims.

25 2. The Court will retain jurisdiction to determine any dispute(s) which may arise
26 regarding the interpretation of any provision(s) of this PLAN.
27
28

1 3. The Court will retain jurisdiction to facilitate the consummation of this PLAN by
2 entering, consistent with the provisions of this PLAN, any further necessary or appropriate
3 order(s) regarding the enforcement of this PLAN and any provision(s) thereof.

4 4. The Court will retain jurisdiction to adjudicate any cause(s) of action or other
5 proceeding(s) presently pending or otherwise referenced here or elsewhere in this PLAN,
6 including, but not limited to, the adjudication of any and all "core proceedings" under 28 U.S.C.
7 § 157(b), which may be pertinent to this Reorganization Case, and which the Debtor may deem
8 it appropriate to initiate and prosecute in aid of its reorganization.

9 5. The Court will retain jurisdiction to enter an appropriate final decree in this
10 Reorganization Case.

11 6. The Court will retain jurisdiction to enter an appropriate final decree, and any
12 interim order(s), in any adversary proceedings which may be initiated during this Chapter 11
13 proceeding.

14 **XIX. FEASIBILITY OF DEBTOR'S PLAN**

15 Sharkey's Casino is a small local casino in Gardnerville, Nevada, catering to local
16 patrons and patrons from the bordering communities in California, as well as some pass through
17 traffic. Debtor believes that the PLAN is feasible based upon the improved income generated
18 from business operations over the past two years, coupled with the restructuring of the Debtor's
19 secured debt. Additionally, Debtor has hired a more experienced General Manager, and since
20 that time the food operation has seen steady improvement, and the slot machines have been
21 upgraded and rearranged on the casino floor. In spite of a slight decrease in gross receipts,
22 Debtor has shown a significant increase in its operating income or earnings before interest,
23 depreciation and amortization ("EBITDA") compared to 2012. Indeed, for the first seven (7)
24 months of 2013, Debtor has exceeded 2012 actual EBITDA by 15%, with July 2012 reporting
25 year to date EBITDA of \$500,170 and July 2013 reporting year to date EBITDA of \$575,210.
26 CMS International, the company that provides management services to the Debtor has agreed to
27 defer its management fee of \$6,000.00 per week in order to increase cash flow for the Debtor.
28 Attached hereto as Exhibit A and incorporated herein by that reference are the Comparison of

1 Budget to Actual for May 2013 through July 2013, the Monthly Budget for May 2013 through
2 July 2014, an Actual statement of Cash Receipts and Disbursements for May 2013 through July
3 2013 and a Forecasted Statement of Cash Receipts and Disbursements from August 2013
4 through July 2014 (collectively the "Budget"). The Budget clearly shows the removal of
5 payment of management fees to CMS through July 2014. Based on current year earnings to
6 date, the Debtor believes that the 2013 budgeted annual EBITDA of \$1,012,600.00, is
7 attainable.

8 9 XX. LIQUIDATION ANALYSIS

10 Debtor is proposing an operating PLAN where its assets will continue to be operated by
11 the Debtor.

12 The PLAN must provide that a nonconsenting impaired claimant or interest holder of a
13 consenting class receive at least as much as would be available had the debtor filed a Chapter 7
14 petition instead.

15 In a Chapter 7 case, the general rule is that the debtor's assets are sold by a trustee.
16 Unsecured creditors share in the proceeds of sale only after secured creditors and administrative
17 claimants are paid. Certain unsecured creditors get paid before other unsecured creditors do.
18 Unsecured creditors with the same priority share in proportion to the amount of their allowed
19 claim in relationship to the total amount of allowed claims.


20 A creditor would recover from the assets of the bankruptcy estate less under Chapter 7
21 than under Chapter 11 for two reasons. First, the estimated market value of the Debtor' non-
22 exempt encumbered assets under normal selling conditions, estimated at between \$5,000,000
23 and \$8,000,000 are encumbered by secured liabilities of approximately \$5,900,000.00, and the
24 value of the assets would severely decline in a forced liquidation. Further, after deducting costs
25 incurred in having to maintain and insure the encumbered real property and to market and sell
26 such property, along with the time for such process, any equity that exists, if any, in the property
27 would be significantly reduced. Additionally, the unencumbered non-exempt assets are
28 minimal and virtually unsaleable in the current market. Second, in a Chapter 7 case a trustee is

1 appointed and is entitled to compensation from the bankruptcy estate in an amount no more than
2 25% of the first \$5,000 of all money disbursed, 10% on any amount over \$5,000 but less than
3 \$1,000,000, 5% on all amounts over \$1,000,000 but less than \$3,000,000, and reasonable
4 compensation not to exceed 3% on any amount over \$3,000,000, thus diminishing monies
5 available for payment to unsecured creditors.

6 Assuming the Debtor had to pay out all of the monies outlined above, including those
7 monies being asserted by the secured creditors, it is unlikely the Debtor would be left with any
8 significant amounts for payment to General Unsecured Creditors and distribution to Debtor's
9 equity holders. Thus, if there were a liquidation of assets, Debtor believes that general
10 unsecured creditors would not receive more on their claims than is being proposed in Debtor's
11 Plan, due to the nature and amount of the secured claims against the Debtor's assets and the
12 nature and value of such assets. Additionally, even if there were sufficient amounts to pay
13 general unsecured creditors in full on liquidation, Debtor's Plan proposes payment in full with
14 interest thereon so general unsecured claims would not receive more from a liquidation.

15 Respectfully submitted this 5th day of September, 2013.

16
17 STEPHEN R. HARRIS, ESQ.
HARRIS LAW PRACTICE LLC

18
19 
20 Attorneys for Debtor

VERIFICATION

I, HAROLD D. HOLDER, SR, Manager of THE HOLDER GROUP SHARKEY'S, LLC, Debtor, declare under penalty of perjury that I have read the foregoing DEBTOR'S FIRST AMENDED DISCLOSURE STATEMENT, and that the contents contained therein are true and correct to the best of my knowledge, information and belief.

DATED this 5th day of September, 2013.

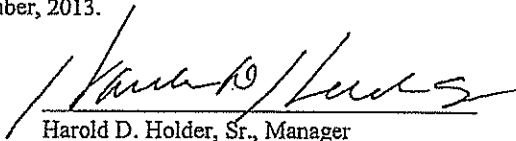

Harold D. Holder, Sr., Manager
THE HOLDER GROUP SHARKEY'S, LLC,
Debtor

EXHIBIT “A”

EXHIBIT “A”

Sharkey's
Comparison of Actual to Budget
For the Months Ended May 2013 Through July 2013

	Actual May-13	Budgeted May-13	Variance	Actual Jun-13	Budgeted Jun-13	Variance	Actual Jul-13	Budgeted Jul-13	Variance
Net Revenues	268,675	271,000	(2,325)	269,349	274,000	(4,651)	256,028	255,000	1,028
Cost of Sales									
Food	33,966	36,070	(2,104)	28,573	36,000	(7,427)	34,197	35,000	(803)
Bar	8,886	9,543	(657)	10,635	8,050	2,585	10,737	8,200	2,537
Total Cost of Goods Sold	42,852	45,613	(2,761)	39,208	44,050	(4,842)	44,934	43,200	1,734
Gross Profit	225,823	225,387	436	230,141	229,950	191	211,095	211,800	(706)
Operating Expenses:									
Payroll expense	106,972	107,100	(128)	99,411	98,949	462	105,123	98,571	6,552
Taxes & licenses	(14,334)	19,931	(34,265)	18,826	22,478	(3,652)	17,611	18,800	(1,189)
Insurance	5,995	4,950	1,045	3,111	8,250	(5,139)	5,263	6,600	(1,337)
Utilities	9,553	10,824	(1,271)	10,285	11,000	(715)	11,443	11,775	(332)
Leasing & rental expense	1,248	769	479	1,319	769	550	1,242	769	473
Advertising & promotion	2,708	4,166	(1,458)	(362)	5,000	(5,362)	886	5,000	(4,114)
Telephone	989	1,385	(396)	963	949	14	974	949	25
Entertainment	2,500	1,700	800	1,900	2,500	(600)	1,670	2,000	(330)
Laundry & uniforms	1,316	1,500	(184)	1,552	1,500	52	1,727	2,000	(273)
Dues and subscriptions	188	300	(112)	304	300	4	(1,556)	300	(1,856)
Postage & freight	1	50	(49)	0	50	(50)	0	50	(50)
Repairs & maintenance	2,589	3,000	(411)	2,181	3,000	(819)	2,236	3,000	(764)
Supplies	3,111	700	2,411	3,046	700	2,346	666	700	(34)
Travel, meals & entertainment	0	500	(500)	0	500	(500)	0	500	(500)
Auto expense	347	250	97	75	250	(175)	262	250	12
Other	3,145	2,186	959	1,630	4,050	(2,420)	2,078	3,690	(1,612)
Total Operating Expenses	126,328	159,311	(32,983)	144,241	160,245	(16,004)	149,625	154,955	(5,330)
Operating Income (EBITDA)	99,495	66,076	33,419	85,900	69,705	16,195	61,470	56,845	4,624

Sharkey's
Budgeted Profit & Loss Statement
For the Months Ended May 1, 2013 through July 31, 2014
Prepared Based upon the Accrual Basis of Accounting

# Weeks	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
	5	4	5	4	4	4	5	4	5	4	4	4	5	4	5
Net Revenues	271,000	274,000	255,000	287,000	268,200	305,000	292,700	269,200	266,800	258,500	303,000	254,000	268,700	269,000	256,000
Cost of Sales															
Food	36,070	36,000	35,000	38,000	32,000	36,000	30,500	30,400	30,400	27,900	30,400	33,900	35,900	30,400	31200
Bar	9,543	8,050	8,200	8,800	11,200	11,000	8,800	12,500	8,500	8,800	10,900	11,800	9,300	10,900	10600
Total Cost of Goods Sold	45,613	44,050	43,200	46,800	43,200	47,000	39,700	42,900	38,900	36,700	41,300	45,700	45,200	41,300	41,800
Gross Profit	225,387	229,950	211,800	240,200	225,000	258,000	253,000	226,300	227,900	221,800	261,700	208,300	223,500	227,700	214,200
Operating Expenses:															
Payroll expense	107,100	98,949	98,571	99,419	87,429	100,343	99,000	99,000	99,000	99,000	99,000	99,000	99,000	96,000	99,000
Taxes & licenses	19,931	22,478	18,800	19,300	19,300	19,300	20,060	20,060	20,060	20,060	20,060	20,060	20,060	20,060	20,060
Insurance	4,950	8,250	6,600	8,250	7,719	7,719	2,295	2,295	2,295	5,263	6,531	5,263	9,651	5,263	5,263
Utilities	10,824	11,000	11,775	10,075	11,775	12,475	10,000	10,000	11,000	10,000	9,500	9,500	9,500	10,500	11,500
Leasing & rental expense	769	769	769	769	769	769	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029
Advertising & promotion	4,166	5,000	5,000	7,000	3,500	7,000	2,500	2,000	2,500	1,000	2,000	2,000	2,000	2,000	2,500
Telephone	1,385	949	949	949	949	949	950	950	950	950	950	950	950	950	950
Entertainment	1,700	2,500	2,000	2,500	2,000	2,500	1,000	2,000	2,500	2,000	2,000	2,000	2,000	2,000	2,500
Laundry & uniforms	1,500	1,500	2,000	2,000	2,000	2,000	1,578	1,578	1,578	1,578	1,578	1,578	1,578	1,578	1,578
Over and subscriptions	300	300	300	300	300	300	250	250	250	250	250	250	250	250	250
Postage & freight	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Repairs & maintenance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	2,981	3,000	3,000	3,000	3,000	3,000
Supplies	700	700	700	700	700	700	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550
Travel, meals & entertainment	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Auto expense	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250
Other	2,186	4,050	3,690	4,500	4,920	4,650	4,600	4,600	4,600	1,600	4,600	4,600	4,600	3,481	4,600
Total Operating Expenses	159,311	160,245	154,955	159,672	145,161	162,505	148,612	149,112	151,112	148,061	152,848	151,580	155,968	148,461	154,580
Operating Income (EBITDA)	66,076	69,705	56,845	80,528	79,839	95,495	104,388	77,188	76,788	73,739	108,852	56,720	67,532	79,239	59,620

	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Owner's Adjustments to Arrive at EBITDA:															
Depreciation	13,769	13,769	13,769	13,769	13,769	13,769	13,769	14,190	14,190	14,190	14,190	14,190	14,190	14,190	14,190
Interest ¹	31,519	31,811	31,448	31,738	31,701	31,341	28,174	28,142	28,110	28,079	28,047	28,014	27,982	27,950	27,917
Amortization	5,167	5,167	5,167	5,167	1,925	1,925	10,651	10,651	10,651	10,651	10,651	10,651	10,651	10,651	10,651
Slot participation/splits	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974	11,974
Corporate management fees	12,000	24,000	30,000	24,000	3,000	-	-	-	-	-	-	-	-	-	-
Non-recurring fees ²	16,667	16,667	16,667	21,542	16,666	21,541	-	-	4,875	-	-	4,875	-	-	4,875
Excess Employee Benefits ³	3,200	3,200	3,200	3,200	3,200	3,200	3,627	3,627	3,627	3,627	3,627	3,627	3,627	3,627	3,627

¹All loan payments are based upon the Cash Collateral Motion through October 2013. In Nov 2013 loans restructured to 5.25% interest with 30 YR term and various amortization years included in these amounts.

² Bankruptcy legal fees & US Trustee Payments.

³ Employee meals.

Actual Statement of Cash Receipts Disbursements
For May 2013 thru June 2013

ACTUAL		MTD May 2013	CTD Cumulative (Case to Date) 5/31/2013	MTD June 2013	CTD Cumulative (Case to Date) 6/30/2013	MTD July 2013	CTD Cumulative (Case to Date) 7/31/2013
Cash Receipts							
1	Rent/Lease Collected	500.00	500.00	500.00	1,000.00	500.00	1,500.00
2	Cash Received from Sales	268,175.00	268,175.00	268,849.00	537,024.00	255,528.00	792,552.00
3	Interest Received	-	-	-	-	-	-
4	Borrowings	-	-	-	-	-	-
5	Funds from Shareholders, Partners or Other Outsiders	-	-	-	-	-	-
6	Capital Contributions	-	-	-	-	-	-
7		-	-	-	-	-	-
8		-	-	-	-	-	-
9		-	-	-	-	-	-
10		-	-	-	-	-	-
11		-	-	-	-	-	-
12	Total Cash Receipts	268,675.00	268,675.00	269,349.00	538,024.00	256,028.00	794,052.00
Cash Disbursements							
13	Payments for Inventory	22,892.31	22,892.31	74,791.67	97,483.98	45,413.57	142,897.55
14	Selling	12,213.38	12,213.38	1,958.86	14,172.04	2,018.47	16,190.51
15	Administrative	14,812.32	14,812.32	21,946.80	36,759.12	681.35	37,440.47
16	Capital Expenditures	-	-	-	-	-	-
17	Principal Payments on Debt	12,040.30	12,040.30	18,122.99	30,163.29	15,181.13	45,344.42
18	Interest Paid	25,519.02	25,519.02	25,957.33	51,476.35	25,574.13	77,050.48
	Rent/Lease:						
19	Personal Property	10,260.67	10,260.67	999.14	11,259.81	1,182.29	12,442.10
20	Real Property	-	-	-	-	-	-
	Amount Paid to Owner(s)/Officer(s)						
21	Salaries	-	-	-	-	-	-
22	Draws	-	-	-	-	-	-
23	Commissions/Royalties	-	-	-	-	-	-
24	Expense Reimbursements	-	-	-	-	-	-
25	Other	-	-	-	-	-	-
26	Salaries/Commissions (less employee withholding)	67,605.78	67,605.78	76,912.27	144,518.05	74,386.60	218,914.65
27	Management Fees	12,000.00	12,000.00	24,000.00	36,000.00	30,000.00	66,000.00
	Taxes:						
28	Employee Withholding	5,988.53	5,988.53	7,191.22	13,179.75	18,948.91	31,728.66
29	Employer Payroll Taxes	12,552.35	12,552.35	15,421.17	27,973.52	23,647.12	51,620.64
30	Real Property Taxes	-	-	-	-	-	-
31	Gaming/Sales Taxes	7,217.64	7,217.64	15,884.24	23,111.88	52,168.62	75,280.50
32	Other Cash Outflows:						
33	Other Operating Expenses	23,623.25	23,623.25	8,379.44	32,002.69	189.94	32,192.63
34		-	-	-	-	-	-
35		-	-	-	-	-	-
36		-	-	-	-	-	-
37		-	-	-	-	-	-
38	Total Cash Disbursements	226,525.55	226,525.55	291,574.93	518,100.48	289,002.13	807,102.61
39	Net Increase(Decrease) in Cash	42,149.45	42,149.45	(22,225.93)	19,923.52	(32,974.13)	(13,050.61)
40	Cash Balance, Beginning of Period	14,668.51	14,668.51	56,817.98	71,486.47	34,592.03	106,078.50
41	Cash Balance, End of Period	56,817.98	56,817.98	34,592.03	91,409.99	1,617.90	93,027.89

Statement of Cash Receipts Disbursements
For the Months August 2013 Through July 2014

FORECAST											
	CTD	MTD	CTD	MTD	CTD	MTD	CTD	MTD	CTD	MTD	CTD
	Cumulative (Case to Date) 07/31/13	August 2013	Cumulative (Case to Date) 8/31/2013	September 2013	Cumulative (Case to Date) 9/30/2013	October 2013	Cumulative (Case to Date) 10/31/2013	November 2013	Cumulative (Case to Date) 11/30/2013	December 2013	Cumulative (Case to Date) 12/31/2013
Cash Receipts											
1 Rent/Lease Collected	1,500	500	2,000	500	2,500	500	3,000	500	3,500	500	4,000
2 Cash Received from Sales	794,898	286,500	1,078,398	1,078,398	1,346,098	304,500	1,650,598	292,200	1,942,798	268,700	2,211,498
3 Interest Received											
4 Borrowings											
5 Funds from Shareholders, Partners or Other Outsiders											
6 Capital Contributions											
7											
8											
9											
10											
11											
12 Total Cash Receipts	795,398	287,000	1,080,398	268,200	1,348,598	305,000	1,653,598	292,700	1,946,298	269,200	2,215,498
Cash Disbursements											
13 Payments for Inventory											
14 Selling	142,898	54,000	196,898	54,000	250,898	46,000	296,898	89,750	386,648	56,000	422,648
15 Administrative	28,827	11,000	39,827	12,000	51,827	15,000	66,827	15,474	82,301	15,974	98,275
16 Capital Expenditures	30,328	9,051	39,379	22,700	62,079	26,675	88,754	25,518	114,296	21,150	135,446
17 Principal Payments on Debt	45,344	18,902	64,246	16,993	81,179	17,293	98,472	17,249	115,721	15,275	130,996
18 Interest Paid	77,050	25,738	102,788	25,701	128,489	25,341	153,830	27,552	181,382	27,520	208,903
19 Rent/Lease:											
20 Personal Property	12,442	1,182	13,624	1,029	14,653	1,029	15,682	1,029	16,710	1,029	17,739
21 Real Property											
22 Amount Paid to Owner(s)/Officer(s)											
23 Salaries											
24 Draws											
25 Commissions/Royalties											
26 Expense Reimbursements											
27 Other											
28 Salaries/Commissions (less employee withholding)	218,915	77,429	296,344	77,000	373,344	88,000	461,344	77,000	538,344	77,000	615,344
29 Management Fees	66,000	24,000	90,000	3,000	93,000		93,000		93,000		93,000
30 Taxes:											
31 Employee Withholding	31,729	15,000	46,729	15,000	61,729	18,548	80,278	15,000	95,278	15,000	110,278
32 Employer Payroll Taxes	51,621	7,000	58,621	7,000	65,621	20,251	85,872	7,000	92,872	7,000	99,872
33 Real Property Taxes		5,067	5,067		5,067	5,067	10,133		10,133	5,067	15,200
34 Gaming/Sales Taxes	75,281	19,300	94,581	19,300	113,881	19,300	133,181	20,060	153,241	20,060	173,301
35 Other Cash Outflows:											
36 Other Operating Expenses	26,015	10,500	36,514	21,537	58,051	13,495	71,547	19,544	91,091	14,125	105,217
37											
38 Total Cash Disbursements	805,448	278,168	1,084,616	275,200	1,359,816	286,000	1,655,816	295,200	1,951,016	275,200	2,226,216
39 Net Increase(Decrease) In Cash	(13,051)	8,832	(4,219)	(7,000)	(11,219)	(9,000)	(2,219)	(2,500)	(4,719)	(6,000)	(10,719)
40 Cash Balance, Beginning of Period	106,079	1,618	107,696	10,000	117,696	3,000	120,696	12,000	132,696	9,500	142,196
41 Cash Balance, End of Period	93,028	10,000	103,028	3,000	106,028	12,000	118,028	9,500	127,978	3,500	131,028

Statement of Cash Receipts Disbursements
For the Months August 2013 Through July 2014

MTD January 2014	CTD Cumulative (Case to Date) 1/31/2014	MTD February 2014	CTD Cumulative (Case to Date) 2/28/2014	MTD March 2014	CTD Cumulative (Case to Date) 3/31/2014	MTD April 2014	CTD Cumulative (Case to Date) 4-30-14	MTD May 2014	CTD Cumulative (Case to Date) 5/31/2014	MTD June 2014	CTD Cumulative (Case to Date) 6/30/2014	MTD July 2014	CTD Cumulative (Case to Date) 7/31/2014
266,800	2,482,298	258,500	2,740,798	303,000	3,043,798	254,000	3,297,798	288,700	3,586,498	269,000	3,855,498	256,000	4,091,498
30,264	452,911	49,500	502,411	50,000	552,411	50,000	612,411	55,000	667,411	43,500	710,911	38,255	749,166
14,974	128,223	14,974	144,197	15,974	160,171	15,974	176,145	9,974	176,145	15,974	192,119	10,974	197,093
11,193	146,639	18,403	165,041	27,194	192,235	4,143	196,378	11,268	207,646	24,739	232,385	11,382	243,767
17,312	148,308	15,399	163,647	15,371	179,017	15,403	194,420	17,440	211,861	15,468	227,329	17,505	244,834
27,489	236,891	27,457	263,848	27,423	291,273	27,393	318,666	27,360	346,026	27,328	373,354	27,295	400,649
1,029	18,767	1,029	19,796	1,029	20,825	1,029	21,853	1,029	22,882	1,029	23,910	1,029	24,939
88,000	703,344	77,000	780,344	77,000	857,344	77,000	934,344	90,000	1,024,344	79,000	1,103,344	86,000	1,189,344
18,549	128,826	15,000	143,826	15,000	158,826	15,000	173,826	19,276	193,102	16,000	209,102	17,500	226,602
20,250	120,122	7,000	127,122	7,000	134,122	18,000	152,122	8,950	161,072	7,500	168,572	20,000	188,572
20,060	193,361	20,060	213,421	20,060	233,481	20,060	253,541	20,060	273,601	20,060	293,661	17,060	310,721
16,182	123,398	13,239	136,637	22,882	159,519	13,499	173,018	9,843	182,860	21,903	204,763	10,500	215,263
267,300	2,493,516	259,000	2,752,516	294,000	3,046,516	257,500	3,304,016	270,200	3,574,216	272,500	3,846,716	257,500	4,104,216
(500)	(11,219)	(500)	(11,719)	9,000	(2,719)	(3,500)	(6,219)	(1,500)	(7,719)	(3,500)	(11,219)	(1,500)	(12,719)
3,500	145,696	3,000	148,696	2,500	151,196	11,500	162,696	8,000	170,696	9,500	180,196	6,000	186,196
3,000	134,028	2,500	136,528	11,500	148,028	8,000	156,028	7,500	163,528	6,000	169,528	4,500	174,028

EXHIBIT “B”

B6G (Official Form 6G) (12/07)

In re: THE HOLDER GROUP SHARKEY'S, LLC
DebtorCase No. 13-50844-BTB
(If known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
AMERIPRIDE SERVICES, INC. 78620 WILBUR WAY SACRAMENTO, CA 95828	36 MONTH LEASE FOR LINEN SERVICE COMMENCED 6/9/11. MONTHLY PAYMENT OF APPROXIMATELY \$325.
BALLY GAMING, INC. LOCKBOX 749335 LOS ANGELES, CA 90074	SLOT MACHINE LEASE
BALLY GAMING, INC. BALLY TECHNOLOGIES LOCKBOX 749335 LOS ANGELES, CA 90074	LEASE FOR FOUR SLOT MACHINES AT \$19.58/DAY. THIS IS A 36 MONTH LEASE WITH \$1 BUYOUT AT END. THIRTY DAY NOTICE REQUIRED FOR CANCELLATION.
BMI 10 MUSIC SQUARE EAST NASHVILLE, TN 37203	MUSIC LICENSE AGREEMENT FOR ONE YEAR PERIOD WITH AUTO RENEWAL SINCE 11/2007, WITH 30 DAY NOTICE REQUIRED FOR CANCELLATION. ANNUAL FEE IS \$465.
FRONTIER P.O. BOX 20550 ROCHESTER, NY 14602	MONTH TO MONTH TELEPHONE SERVICE CONTRACT FOR \$435.65/MONTH. 30 DAYS NOTICE REQUIRED FOR CANCELLATION.
IGT 9295 PROTOTYPE DRIVE RENO, NV 89511	MICROSOFT END-USE LICENSE AGREEMENT.
IGT P.O. BOX 887866 LOS ANGELES, CA 90088	ROYALTY AGREEMENT FOR MULTI-HAND POKER MACHINES AT \$20/DAY FOR 1 MACHINE, WITH REMAINING 6 MACHINES AT \$15/DAY. CONTRACT IS TERMINATED BY RETURN OF ALL MACHINES.
IGT P.O. BOX 887866 LOS ANGELES, CA 90088	MONTH TO MONTH SLOT PARTICIPATION AGREEMENT. FEE IS 20% OF NET WIN OR \$20/DAY PER MACHINE, WHICHEVER IS GREATER. THIRTY DAY NOTICE REQUIRED FOR CANCELLATION.

B6G (Official Form 6G) (12/07) -Cont.

In re: THE HOLDER GROUP SHARKEY'S, LLC
DebtorCase No. 13-50844-BTB
(If known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
KONAMI GAMING 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	SALES & SECURITY AGREEMENT FOR SLOT ACCOUNTING & PLAYERS CLUB SYSTEM.
KONAMI GAMING 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	MONTHLY SYSTEM SUPPORT CONTRACT AT \$922.25/WEEK.
NEVADA NOVELTY 2195 CHAROLAISE CIRCLE SPARKS, NV 89431	ATM, CIGARETTE MACHINE AND JUKEBOX LEASE. \$1.00 COMMISSION ON ATM TRANSACTIONS, \$.50 COMMISSION ON CIGARETTE SALES AND 10% COMMISSION ON JUKEBOX.
PAYROLL SYSTEMS OF NEVADA 4874 SPARKS BLVD. SPARKS, NV 89436	MONTH TO MONTH PAYROLL SERVICES CONTRACT. FEE BASED ON PAYROLL. THIRTY DAYS NOTICE REQUIRED FOR CANCELLATION.
PDS GAMING CORPORATION 6280 ANNIE OAKLEY DRIVE LAS VEGAS, NV 89120-3910	SLOT MACHINE LEASE AGREEMENT FOR \$15/DAY PER MACHINE. 6 MONTH RENEWABLE CONTRACT.
PDS GAMING CORPORATION 6280 ANNIE OAKLEY DRIVE LAS VEGAS, NV 89120-3910	SLOT MACHINE LEASE AGREEMENT AT \$10 TO \$15/DAY PER MACHINE DEPENDING ON GAME TYPE.
RADIANT SYSTEMS 3925 BROOKSIDE PARKWAY ALPHARETTA, GA 30022	MONTH TO MONTH SERVICE AGREEMENT ON POINT OF SALE PROGRAM WITH MONTHLY PAYMENT OF \$691.74. THIRTY DAY NOTICE REQUIRED FOR CANCELLATION.
RENT-A-CUBE P.O. BOX 397 MINDEN, NV 89423	MONTH TO MONTH LEASE FOR STORAGE SPACE AT \$260.00 PER MONTH. THIRTY DAYS NOTICE REQUIRED FOR CANCELLATION.